

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK

In re:

41-23 HAIGHT REALTY INC.,
a/k/a 41-23 HAIGHT STREET REALTY, INC.,

Debtor.

Chapter 11

No. 19-43441-nhl

Hon. Nancy Hershey Lord

THE OFFICIAL COMMITTEE OF
UNSECURED CREDITORS OF 41-23 HAIGHT
REALTY INC., a/k/a 41-23 HAIGHT STREET
REALTY, INC.,

Plaintiff,

v.

WING FUNG CHAU a/k/a ANDY CHAU,

Defendant.

Adv. Pro. No. 21-01144-nhl

STIPULATION AND AGREED ORDER BETWEEN
COUNSEL TO THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS AND
WING FUNG CHAU a/k/a ANDY CHAU

This stipulation and agreed order (the “**Stipulation**”) is made this 1st day of September, 2021, by the Official Committee of Unsecured Creditors of 41-23 Haight Realty Inc., a/k/a 41-23 Haight Street Realty, Inc. (the “**Committee**”) and WING FUNG CHAU a/k/a ANDY CHAU (“**ANDY CHAU**”) (together with the Committee, the “**Parties**”), the Parties to the above-captioned adversary proceeding (the “**Adversary Proceeding**” and references to its docket and pleadings, “**AVP No.**”).

RECITALS

A. On August 8, 2019, following the filing of a petition for involuntary relief by certain creditors of the Debtor, the United States Bankruptcy Court for the Eastern District of New York (the “**Court**”), entered an Order for Relief under section 303(h) of title 11 of the United States Code (the “**Code**”) [ECF No. 16].

A. As of May 28, 2021, upon the Court’s entry of the *Order Confirming the Chapter 11 Trustee’s First Amended Chapter 11 Plan of Liquidation* [ECF No. 482], the Committee was granted standing to commence and maintain actions on behalf of the Debtor’s estate.

B. On August 6, 2021, the Committee initiated this Adversary Proceeding by filing a summons and complaint for, among other things, the recovery of money and/or property of the Debtor that ANDY CHAU may have received (as it may be amended from time to time, the “**Complaint**”) [AVP No. 1]. *See also* Case No. 19-43441-nhl, ECF No. 644.

C. Pursuant to the *Summons and Notice of Pre-Trial Conference* issued by the Clerk’s Office on August 9, 2021, ANDY CHAU is required to submit a motion or an answer in response to the complaint on or before September 8, 2021 [AVP No. 2].

D. As the Committee is currently negotiating with ANDY CHAU regarding the amounts sought in the Complaint and other matters, the Committee and ANDY CHAU hereby agree to extend ANDY CHAU’s time to submit a motion or an answer or otherwise respond to the Complaint by ninety (90) days, from September 8, 2021 to December 7, 2021.

E. In addition, ANDY CHAU agrees to waive any objection or challenge to the summons and complaint based on service of process and any right to assert defenses related to personal jurisdiction, and waives the benefit of, and agrees not to assert as a defense, or make any motion on the grounds of the expiration of the time within which to commence or prosecute an action or adversary proceeding, any statute of limitations, statute or period of repose, or laches, which defense

or motion is based, in whole or in part, on the failure of the Debtor, its estate, or the Committee to commence or timely prosecute the Adversary Proceeding. This Stipulation is not intended to be, nor shall it be construed as, a waiver of any other claim, right, or defense that the Debtor, its estate, or the Committee or ANDY CHAU may have as to any of the claims asserted in the Complaint.

STIPULATION

1. Each of the recitals set forth above is incorporated by reference as though set forth fully at length herein.

2. This Stipulation shall become effective upon the date that an order approving this Stipulation is entered by the Court.

3. The Committee and ANDY CHAU hereby agree and consent to extend the current deadline to submit a motion or an answer or otherwise respond to the Complaint by ninety (90) days from September 8, 2021 to, and including, December 7, 2021.

4. This Stipulation is the entire agreement between the Parties with respect to the subject matter hereof.

5. Each of the undersigned represents and warrants that he/she is authorized and empowered to execute and deliver this Stipulation on behalf of the respective party, and to bind the respective party to the terms and conditions of this Stipulation.

6. This Stipulation shall be binding upon and inure to the benefit of the Parties, the Debtor, its estate, and their respective successors, assignees, agents, attorneys, and representatives.

7. This Court retains jurisdiction to resolve any disputes arising under or related to this Stipulation, including any discovery disputes that may arise between or among the parties, and to interpret, implement and enforce the provisions of this Stipulation.

8. An electronic copy of this stipulation and agreed order is sufficient as evidence.

ACKNOWLEDGED AND AGREED BY:

DATED: September 29, 2021

**GLEICHENHAUS, MARCHESE &
WEISHAAR PC**

WILK AUSLANDER LLP

/s/ Scott J. Bogucki
Scott J. Bogucki, Esq.
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SO ORDERED: